

**AGREEMENT FOR RECIPIENT CREATED
TAX INVOICES**

La Trobe University ABN 64 804 735 113 (the 'University') and the Agency are registered for GST. The University has agreed to issue recipient created tax invoices upon the terms and conditions detailed below and on the second page of this Agreement.

Agency: _____ (the 'Agency')
A.B.N. _____
Address for Notices: of _____

Phone: _____
Facsimile: _____

To facilitate payment via EFT please provide the following:

BANK BSB: _____
BANK ACCOUNT NUMBER: _____
Email Address for remittances: _____

Goods and Services

The Agency has agreed to provide goods or services under a separate agreement with the University.

Tick the relevant box

Description of Agreement follows (include parties to the agreement and date of the agreement):

or

as attached.

University's Address for Notices:

Facsimile: _____

Notices

All Notices required to be given under this Agreement shall be in writing sent to the address of the party as set out in this Agreement. Any notice may be delivered by post or facsimile.

SIGNED for and on behalf of the University

SIGNED for and on behalf of the Agency

Dated: _____

TERMS AND CONDITIONS

1. **Background**
 - 1.1. This Agreement is made in accordance with the Australian Tax Office Ruling 2000/10 "Goods and Services tax: recipient created tax invoices" (the "Ruling") and the A New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1) 2000 (the "Determination").
2. **Definitions**
 - 2.1. In this Agreement terms which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as those terms have in that Act.
3. **Invoices**
 - 3.1. The University will issue a recipient created tax invoice (RCT1) for supplies made to it by the Agency after 1 July 2000 and which are taxable supplies.
 - 3.2. The Agency will not issue invoices for supplies made by it to the University after 1 July 2000 and which are taxable supplies.
4. **Warranties**
 - 4.1. The Agency warrants that at the date of this agreement it is registered for GST. The Agency will notify the University if it ceases to be registered.
 - 4.2. The University warrants that at the date of this agreement it is registered for GST. The University will notify the Agency if it ceases to be registered or if it ceases to satisfy any of the requirements of the Determination.
5. **Issue**
 - 5.1. The University shall issue the original or a copy of each RCT1 to the Agency within 28 days of the making, or determining the value of, the taxable supply and shall retain the original or a copy.
 - 5.2. The University shall issue the original or a copy of an adjustment note to the Agency within 28 days of an adjustment and shall retain the original or a copy.
6. **Non-issue**
 - 6.1. The University shall not issue a document that would otherwise be an RCT1 on or after the date when the University or the Agency has failed to comply with any of the requirements of the Determination.
7. **Compliance**
 - 7.1. The University shall reasonably comply with its obligations under the taxation laws.
8. **Termination**
 - 8.1. Either the University or the Agency may, at any time without cause, by written notice terminate this Agreement.
9. **General**
 - 9.1. This Agreement constitutes the entire agreement between the parties and may only be varied by the further written agreement of the parties. This Agreement shall be governed by the laws of Victoria.
 - 9.2. If a party to this Agreement consists of more than one person those persons shall be jointly and severally bound under this Agreement.